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|--|--|---|--|---|--|--|--|
| SOLICITATION/CONTRACT/ORDER OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30 | | | | 1. REQUISITION NUMBER PAEDCLERK19-0001 | | | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER PAEDCLERK19-0015 | |
| | | | | | | 6. SOLICITATION ISSUE DATE 10/11/2018 | |
| 7. FOR INFORMATION CALL: | | a. NAME CASEY FRETZ | | | | b. TELEPHONE NUMBER (No collect calls) | |
| | | | | | | 8. OFFER DUE DATE / LOCAL TIME 10/31/2018 04:00:00 | |
| 9. ISSUED BY U.S. DISTRICT COURT 2609 U.S. COURTHOUSE 601 MARKET STREET PHILADELPHIA, PA 19106 | | CODE | | PAE_DC | | 10. NOT USED | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | | 13. NOT USED | | 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> RFP | |
| 15. DELIVER TO U.S. DISTRICT COURT 2609 U.S. COURTHOUSE 601 MARKET STREET PHILADELPHIA, PA 19106 | | CODE | | PAE_DC | | 16. ADMINISTERED BY (if other than Block 9) CODE | |
| 17a. CONTRACTOR/ OFFEROR | | CODE | | FACILITY CODE | | 18a. PAYMENT WILL BE MADE BY U.S. DISTRICT COURT 2225 U.S. COURTHOUSE 601 MARKET STREET PHILADELPHIA, PA 19106 | |
| | | | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> | |
| Telephone No. | | 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> | | | | | |
| 19. ITEM NO. | | 20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | 21. QUANTITY | |
| | | | | | | 22. UNIT | |
| | | | | | | 23. UNIT PRICE | |
| | | | | | | 24. AMOUNT | |

See Lines

| | | | |
|--|--|---|--|
| 25. ACCOUNTING AND APPROPRIATION DATA 2019-092000-D03PAEC-D03PAEC-2531-PAE-2019 | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | |
| 27. Applicable terms and conditions are as stated in the continuation pages. | | | |

| | | | |
|---|------------------|--|------------------|
| <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. | | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | 30c. DATE SIGNED | 31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) | 31c. DATE SIGNED |

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-----------------|--------------------------------------|-----------------|-------------|-------------------|---------------|
| | | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (*Print*)42b. RECEIVED AT (*Location*)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

Supplies or Services and Prices/Costs

| CLIN NO. | Supplies or Services | Quantity | Unit of Issue | Unit Price | Extended Amount |
|----------|---|----------|---------------|------------|-----------------|
| 0001 | AS NEEDED CONTRACT COURT REPORTER SERVICES | 1 | Each | | |

Extended Description:

Vendor Signature _____
 Period of Performance: 10/01/2018 - 09/30/2019

| CLIN NO. | Supplies or Services | Quantity | Unit of Issue | Unit Price | Extended Amount |
|----------|--|----------|---------------|------------|-----------------|
| 0002 | AS NEEDED CONTRACT TRANSCRIPTION SERVICES | 1 | Each | | |

Extended Description:

Vendor Signature _____
 Period of Performance: 10/01/2018 - 09/30/2019

Descriptions/Specifications/Statement of Work

CR-1 STATEMENT OF WORK - COURT REPORTING SERVICES BPA AUG 2017

The contractor shall provide all labor, supplies and equipment necessary to provide court reporting services and transcripts of proceedings (including realtime reporting, if applicable) in accordance with 28 U.S.C. § 753, the policies of the Judicial Conference of the United States, and the terms of this blanket purchase agreement (BPA). The contractor shall be responsible for obtaining all necessary licenses, permits and fees, and conformance with all laws, regulations, and ordinances applicable to performance under this BPA.

1. General

A. General Requirements. The contractor performing work under this BPA shall:

1) Attend and record verbatim court proceedings on the dates and at the locations specified in individual orders/calls issued by the United States District Court of the Eastern District of Pennsylvania, located at the following location(s): 601 Market Street, Philadelphia, Pennsylvania 19106

2) Incorporate into the record everything spoken by any individual during a proceeding. The contractor shall never consider anything any person says to be "off the record" unless the presiding judicial officer expressly designates a portion of the proceeding as such. The contractor shall preserve the integrity of the record at all times that the record is in his/her possession.

3) Promptly produce transcripts of court proceedings when requested by a judge or by any party

who has agreed to pay the fees, following the format, delivery time and method, and fee requirements stated in the transcript order.

4) For each transcript ordered, deliver one (1) certified copy of the transcript to the clerk of court for the records of the court, in the medium prescribed by the clerk (paper or electronic) without additional charge.

5) When requested by a party to redact personal information from a transcript, as permitted by Volume 10, Chapter 3, § 330, Guide to Judiciary Policy, (The JCUS privacy policy including transcript redaction rules are available at <http://www.uscourts.gov/rules-policies/judiciary-policies/privacy-policy-electronic-case-files>), the contractor shall make such redactions and deliver a certified redacted transcript to the clerk of court. Delivery of a redacted transcript to the clerk of court shall be in addition to, rather than in lieu of, delivery of the original unredacted transcript.

6) During the 90 calendar days following delivery of the original transcript to the clerk of court, promptly notify the clerk of court of any party who has purchased the transcript of a proceeding to ensure the court provides the party with electronic access to the record in the court's Case Management/Electronic Case Filing (CM/ECF) system prior to public posting of the transcript.

7) Comply with all filing and reporting requirements of this BPA.

B. Title to Records/Copyright of Transcripts.

1) Title to the records of any proceeding that the contractor reports shall vest in the Court at the time of creation of the records. Such title includes title to the medium in which the contractor records the proceedings, except that if electronic sound recordings are made by the contractor for back-up purposes, they shall remain the property of the contractor, but the contractor shall make such sound recordings available to the Court upon request of the Contracting Officer if it is determined the principal record of the proceedings are defective.

2) Transcripts produced from records of proceedings in United States courts are in the public domain and are not protected by copyright. The contractor shall not include any statement or symbol on a transcript that would lead one to believe the transcript is protected by copyright. Because transcripts are in the public domain, they may be used, reproduced, and distributed by attorneys, parties, and the general public without limitation and without additional compensation to the contractor.

3) The court will make the contractor's original notes or other original records, as well as the transcript (original or redacted), available for inspection by any person without charge in the office of the clerk during regular office hours.

2. Transcripts

A. **Transcription/Certification.** The contractor shall transcribe and certify such parts of the record of proceedings as may be required by any rule or order of the court. The contractor shall transcribe and certify, without charging a transcript fee, all arraignments, pleas, and proceedings in connection with the imposition of sentence in criminal cases unless those proceedings have been recorded by electronic sound recording and the original recordings have been certified by the reporter and filed with the clerk. The contractor shall also transcribe any proceeding ordered by a judge of the Court, or which is ordered by a party or a member of the public who has agreed to pay the appropriate fee for the transcription.

B. **Official Transcript.** Under 28 U.S.C § 753(b), "The transcript in any case certified by the reporter or other individual designated to produce the record shall be deemed prima facie a correct statement of the testimony

taken and proceedings had. No transcripts of the proceedings of the court shall be considered as official except those made from the records certified by the reporter or other individual designated to produce the record.”

C. Transcript Format. The contractor shall comply with the Judicial Conference transcript format standards outlined in Volume 6, Chapter 5, § 520, Guide to Judiciary Policy, available at http://www.uscourts.gov/uscourts/FederalCourts/Publications/Guide_Vol06.pdf. The maximum per page transcript rates are based on a strict adherence to the prescribed format.

D. Transcript Delivery Times. The following transcript delivery time requirements are from receipt of a transcript order or from the date of completion of satisfactory financial arrangements for payment if after the date of receipt of the order

1) Required

a) Ordinary transcript – must be delivered to ordering party within thirty (30) calendar days after receipt of an order.

b) The court’s certified copy (without charge) - not later than three (3) working days after original delivery to the ordering party. The contractor shall ensure physical receipt of the transcript by the clerk or his/her designee.

c) Redacted transcripts – an ordering party has the right to request a redactions within 21 days after original delivery of transcript to the clerk of court, and the contractor must deliver the requested redaction to the clerk of court not later than 31 days after original delivery of the unredacted transcript to the clerk of court, or longer if the court so orders, in the medium prescribed by the clerk.

2) The contractor shall, whenever possible, provide 14-day, expedited, 3-day, daily, hourly, or real-time service at the request of the parties. All such orders, if accepted, are subject to the ordering party making satisfactory financial arrangements for payment. The delivery requirements for each accepted order of such transcripts is as follows:

a) 14-Day - Within fourteen (14) calendar days after receipt of an order.

b) Expedited - Within seven (7) calendar days after receipt of an order.

c) 3-Day - Within three (3) calendar days after receipt of an order

d) Daily - Following adjournment and prior to the normal opening hour of the Court on the following morning, whether or not it actually is a Court day.

e) Hourly - Ordered under unusual circumstances, delivered within two (2) hours.

f) Realtime – A draft unedited transcript produced by a certified realtime reporter as a byproduct of realtime to be delivered electronically during the proceedings or immediately following adjournment.

E. Transcript Orders for Matters on Appeal

Upon receipt of a transcript order indicating it is for a matter on appeal, the contractor shall:

1) Acknowledge receipt of the order in the appropriate space on the face of the order.

2) Enter the date the transcript will be completed. If the transcript cannot be completed within 30

days of receipt of the order, the contractor shall request an extension of time from the clerk of the court of appeals and the clerk's decision shall be entered on the docket and the parties notified.

3) Notify the clerk of the district court of receipt of the order, and shall, as directed by the clerk of the district court, either submit the requested transcript to the clerk of the district court for forwarding to the clerk of the court of appeals, or directly to the clerk of the court of appeals.

F. Redaction of Transcripts

1) The parties to a proceeding may, within 21 calendar days after delivery of the certified transcript to the clerk of court, request redaction of person information from the transcript. The contractor shall, without a court order, redact the following personal identifiers from a case transcript upon the request of an attorney to the case:

- a) Social Security numbers (or taxpayer identification numbers) to the last four digits;
- b) financial account numbers to the last four digits;
- c) birthdates to the year;
- d) individuals known to be minor children to the initials; and
- e) in criminal cases, any home addresses stated in the court to the city and state.

2) All other requests for redaction of material in a transcript must be submitted by an attorney to the case to the judge. The contractor shall redact additional transcript text only upon approval of the judge. The contractor is not required to independently identify personal identifiers in a transcript for redaction; the requesting attorney must identify information to be redacted by page and line number in the Redaction Request.

3) To manually redact a transcript, the contractor shall place an "x" (or a black box) in place of each redacted character. Manual redactions must have the same number of x's as characters deleted (or black boxes of the same size as the deleted characters) to preserve page and line numbers of transcripts. Alternatively, software that provides for redaction may be used as long as the page and line integrity from the original transcript is maintained in the redacted transcript. The contractor shall insert a notation of "REDACTED TRANSCRIPT" on a blank line on the title page immediately below the case caption and before the Volume number and the name and title of the Judge, taking care to ensure that the addition of this text does not cause changes to the length of the title page.

4) At the end of the transcript, and without causing "page roll over" (a smaller font may be used) the contractor shall insert the following certification:

"I (we) certify that the foregoing is a true and correct copy of the transcript originally filed with the clerk of court on [Insert Date], and incorporating redactions of personal identifiers requested by the following attorney(s) of record [Insert Name of Requesting Attorney(s)] in accordance with Judicial Conference policy. Redacted characters appear as an "x" (or a black box) in the transcript."

5) There is no requirement that any of the parties to a case purchase or be provided with a copy of any redacted transcripts. Parties shall not be charged for the redacted transcript provided to the clerk of court. The parties to the case may only be charged for a copy of a redacted transcript if they specifically request a copy of the redacted transcript.

G. Transcript Fees

- 1) The transcript rates of this BPA apply to all orders for transcripts of proceedings recorded under the BPA, including orders from other judiciary organizations, such as Federal Public Defenders and appellate courts.
- 2) The contractor may charge and collect fees for transcripts requested by the parties, including the United States, at the rates set forth in the Pricing Schedule. The contractor shall not add any transcript surcharges or service fees to the Schedule rates. Certified copies and certified redacted copies of transcripts delivered to the clerk for the record of the court are not subject to payment of transcript fees.
- 3) Judiciary policy provides that, in multi-defendant cases involving CJA defendants, no more than one certified transcript should be purchased from the court reporter on behalf of CJA defendants. CJA multi-defendant transcript orders may be requested in electronic format to simplify making multiple copies. Alternatively, if requested to do so by one of the CJA counsel or the clerk of court, the court reporter may furnish duplication services at the commercially competitive rate to provide copies of the CJA multi-defendant transcript ordered.
- 4) The contractor may require any party ordering a transcript to prepay the estimated fee in advance, except when payment will be made by the United States. The Court shall have no liability to the contractor for payment of transcript fees for transcripts ordered by private parties.
- 5) Ordinary postage costs are considered an ordinary business expense, and therefore may not be charged. If a party requests expedited delivery, the contractor may bill the party for the difference between ordinary postage costs and the cost for expedited delivery.
- 6) The contractor is required to certify the following on each transcript invoice:

“I certify that the transcript fees charged and page format used comply with the requirements of this court and the Judicial Conference of the United States.”
- 7) No fee may be charged that would be higher than the fee corresponding to the actual delivery time. Sanctions for overcharging parties or the court for transcripts may include offsets against future government payments, termination of the BPA, and/or other available legal remedies.

H. Delinquent Transcripts – Reduction of Fees

- 1) Delivery of a transcript between 31 and 60 days after the date ordered (or the date estimated payment is received, if after the date ordered) shall be paid at 90 percent of the prescribed fee.
- 2) Transcripts delivered more than 60 days after the date ordered (or the date estimated payment is received, if after the date ordered) shall be paid at 80 percent of the prescribed fee.
- 3) The Contracting Officer may grant a waiver of the above price reduction upon the written petition of the contractor stating that the contractor did not receive timely notice of the transcript order and/or satisfactory financial arrangements were not made.

3. Filing and Reporting Requirements

A. Filing

The contractor must certify and file promptly with the clerk of court all original shorthand notes and other original records of proceedings recorded by the contractor. The contractor shall certify and mark the original notes

and other original records with the following information:

“In accordance with 28 U.S.C. § 753(b), I certify that these original notes are a true and correct record of proceedings in the United States from [Insert Court Unit] for the [Insert Court Type] District of [Insert Court District] before [Insert Name of Judicial Officer] on [Insert Date] by [Signature of Court Reporter].”

B. Notes and records

- 1) If a transcript is ordered, the contractor shall deliver the original shorthand notes or records to the Clerk of Court within 90 days after the transcript is delivered to the ordering party/parties.
- 2) If no transcript is ordered, the contractor shall deliver the original shorthand notes and other original records to the Clerk of Court within 90 days after the proceeding.
- 3) The contractor shall also file with the Clerk of Court a certified transcript or an electronic sound recording of all arraignments, pleas, and proceedings in connection with the imposition of sentence in criminal cases, and shall do so within 30 days of the close of the proceeding.
- 4) If a transcript is ordered after the original shorthand notes have been filed with the clerk of court, the contracting officer will make the notes available to the reporter for transcription. The contractor shall return the original shorthand notes to the clerk of court within 90 days after the transcript is delivered to the ordering party/parties.
- 5) The contractor shall provide transcripts ordered by a party or the Court, even when ordered after the expiration of BPA ordering period (but not later than 5 years after the date of the original proceeding), at the prices authorized in the Pricing Schedule. Requirements for the filing of a certified copy of the transcript with the clerk of court, and for the filing of redacted transcripts with the clerk of court, apply equally to transcripts ordered before or after the conclusion of a proceeding.

C. Report of Transcript Orders Received

The contractor shall provide to the contracting officer a monthly report of the type and number of transcripts ordered and produced and fees charged.

4. Required Qualifications for Reporters

A. Stenotype Court Reporters. The following minimum requirements apply to stenotype court reporters providing services under this BPA:

☒ 1) The following minimum requirements apply to stenotype reporters providing services under this BPA:

Each reporter shall possess as a minimum qualification at least four years of prime court reporting experience; and

Each reporter shall have qualified by testing for listing on the registry of professional reporters of the National Court Reporters Association (NCRA) or have passed an equivalent qualifying examination which, at the sole discretion of the CO, evinces equivalent skills. If a proposed reporter has qualified by other than National Court Reporters Association testing, evidence of equivalent certification must be accompanied by detailed test performance criteria. Minimum requirements for successful completion of the equivalent qualifying examination shall include the ability to record 180 words per minute for literary matter, 200 words per minute for jury charge, and 225 words per minute for testimony and transcribe those sessions at 95% accuracy within 3.5 hours; and

The contractor shall provide evidence of NCRA or equivalent certification for each reporter. Equivalent certification must be accompanied by detailed test performance criteria.

OR

X 2) The following minimum requirements apply to stenotype reporters providing services under this BPA:

Each reporter shall possess as a minimum qualification at least 4 years of prime court reporting experience; and

Each reporter shall demonstrate through independent testing the ability to provide court reporting services at the following minimum levels of proficiency:

- minutes of jury charge at 200 WPM
- minutes testimony/Q&A at 225 WPM
- minutes literary matter at 180 WPM
- hours to transcribe with 95% accuracy; and

Each reporter shall possess a certificate from a Governmental or private organization which evinces their proficiency at the required levels. Test results for each category must be provided along with detailed test performance criteria. The sufficiency of any certificate(s) provided shall be at the sole discretion of the CO.

OR

X 3) The following minimum requirement applies to stenotype reporters providing services under this BPA:

Each reporter shall possess as a minimum qualification at least 4 years of prime court reporting experience.

B. Realtime Stenotype Services. Minimum Requirements for realtime stenotype services.

Realtime stenotype services X will will not be required under this BPA.

The following minimum requirements apply to stenotype realtime court reporters providing services under this BPA:

Each reporter shall possess as a minimum qualification at least 4 years of prime court reporting experience; and

Each reporter shall have qualified by testing for listing as a Certified Realtime Reporter (CRR) by the National Court Reporters Association (NCRA) or have passed an equivalent qualifying examination which, at the sole discretion of the CO, evinces equivalent skills. If a proposed reporter has qualified by other than National Court Reporters Association testing, evidence of equivalent certification must be accompanied by detailed test performance criteria; minimum requirements for successful completion of the equivalent qualifying examination shall include the ability to produce a simultaneous translation and display within 5 seconds of stenotype input for five minutes of professionally audio-recorded dictation at variable speeds ranging from 180 - 200 words per minutes at 96% accuracy; and,

The contractor shall provide evidence of NCRA or equivalent realtime certification for each reporter. Equivalent certification must be accompanied by detailed test performance criteria.

C. Stenomask Reporters. Minimum Requirements for Stenomask Reporters

The following minimum requirements apply to stenomask court reporters providing services under this BPA:

1) The following minimum requirements apply to stenomask reporters providing services under this BPA:

Each reporter shall possess as a minimum qualification at least four years of prime court reporting experience; and

Each reporter shall have successfully completed the test for the Certificate of Proficiency offered by the National Verbatim Reporters Association (NVRA) or have passed an equivalent qualifying examination which, at the sole discretion of the CO, evinces equivalent skills. If a proposed reporter has qualified by other than National Verbatim Reporters Association testing, evidence of equivalent certification must be accompanied by detailed test performance criteria. Minimum requirements for successful completion of the equivalent examination shall include the ability to record and dictate quietly one-voice literary dictation at 180 words per minute, one-voice jury charge at 200 words per minute, and two-voice question and answer at 225 words per minute at 95% accuracy; and

The contractor shall provide evidence of NVRA or equivalent certification for each reporter. Equivalent certification must be accompanied by detailed test performance criteria.

OR

2) The following minimum requirements apply to stenomask reporters providing services under this BPA:

Each reporter shall possess as a minimum qualification at least years of prime court reporting experience; and

Each reporter shall evince by independent testing the ability to provide court reporting services at the following minimum levels of proficiency:

- minutes of jury charge at WPM
- minutes testimony/Q&A at WPM
- minutes literary matter at WPM
- hours to transcribe with % accuracy; and

Each reporter shall possess a certificate from a Governmental or private organization which evinces their proficiency at the required levels. Test results for each category must be provided along with detailed test performance criteria. The sufficiency of any certificate(s) provided shall be at the sole discretion of the CO.

OR

3) The following minimum requirements apply to stenomask reporters providing services under this BPA:

Each reporter shall possess as a minimum qualification at least years of prime court reporting experience.

D. Realtime Stenomask Services. Minimum Requirements for realtime stenomask services.

Realtime stenotype services will will not be required under this BPA.

The following minimum requirements apply to stenotype realtime court reporters providing services under this BPA:

Each reporter shall possess as a minimum qualification at least years of prime realtime court reporting experience; and

Each reporter shall have qualified by testing for listing as a Certified Realtime Reporter (CRR) by the National Verbatim Reporters Association (NVRA) or have passed an equivalent qualifying examination which, at the sole discretion of the CO, evinces equivalent skills. If a proposed reporter has qualified by other than National Verbatim Reporters Association testing, evidence of equivalent certification must be accompanied by detailed test performance criteria. Minimum requirements for successful completion of the equivalent qualifying examination shall include the ability to produce a simultaneous translation and display within 5 seconds of court testimony input for five minutes of professionally audio-recorded dictation at variable speeds ranging from 180-200 words per minute; and,

The contractor shall provide evidence of NVRA or equivalent certification for each reporter. Equivalent certification must be accompanied by detailed test performance criteria.

5. Travel

If the contractor accepts an assignment for reporting services for a proceeding which will take place in a location more than 50 miles from the location(s) stated in paragraph 1.A.1) above, the contractor shall be paid for reporting services in accordance with the pricing schedule for time spent on the reporting assignment, including for each day or part thereof spent travelling to or from the assignment. In addition to the reporting fees, the contractor shall receive reimbursement in accordance with the travel regulations contained in Volume 19 of the *Guide to Judiciary Policy*, and as applicable to employees of the Judicial Branch generally, the actual expenses of transportation of the contractor and a per diem allowance the same as that applicable to an employee of the Judicial Branch in travel status. All contractor vouchers for travel and subsistence reimbursement shall be itemized by type and amount of each item of expense, in accordance with the judiciary travel regulations.

6. Requirements for Packaging and Marking

When mailing is requested, packaging of transcripts shall be in accordance with best commercial practices. The contractor shall pack to ensure carrier acceptance and to ensure safe delivery.

The contractor shall clearly mark all packages with the legend "Transcript of Proceedings." All packages (delivered by any means) shall bear the name, address, and title of the person to whom it is to be delivered, as well as the name and return address of the sender. Failure to do so may constitute grounds for refusal of delivery, and subsequent reduction of fees for delinquent transcripts.

7. Invoices

A. Invoicing the parties. The Contractor shall submit invoices for transcripts ordered by private parties directly to the ordering party and may require payment in full before releasing the transcript. A copy of the invoice shall also be provided to the Contracting Officer.

B. Invoicing the Court.

1) Appearance Fees. The contractor shall prepare and submit invoices for appearance fees to the court's designated invoicing address within 45 days after completion of the reporting services. Each invoice for appearance fees shall contain the following information:

a) order order/call number;

- b) name of the Presiding Official;
- c) number of actual hours of reporting services;
- d) authorized applicable rate(s) under the Pricing Schedule;
- e) extended totals;
- f) number of any overtime hours, by day, hourly rate, and extended totals (if applicable);
- g) transportation and subsistence expenses for reporting services under paragraph 5 if authorized for the specific proceeding (receipts must be provided with the invoice); and
- h) any credits or other deductions (if applicable).

2) Transcripts. Transcript fees do not apply to transcripts delivered for the records of the court in accordance with Paragraph 1.A.4) above. Additional transcripts ordered by a judge or the court may be invoiced at the stated fees. Invoices shall be submitted to the contracting officer or his/her designee within 45 days after delivery of the transcript. Each invoice for transcripts shall contain the following information:

- a) order/call number;
- b) Transcript Order number;
- c) case name and case number;
- d) date of proceeding(s) transcribed;
- e) name and title of the ordering judicial official;
- f) type of transcript (ordinary, 14-day, expedited, 3-day, daily, hourly);
- g) number of pages of transcript and the per page rate;
- h) extended totals; and
- i) amount of any credit for delinquent delivery or other deduction, if applicable.

C. In the event the contractor fails to include any credit or other deduction on an invoice, the Court may compute the credit and effect a setoff, reducing the payment accordingly.

8. Computation of Appearance or Cancellation Fees

A. The half-day rate applies when the contractor/reporter is present at the designated assignment location for 4 hours or less.

B. The full-day rate applies when the contractor is present at the designated assignment location longer than 4, but not more than 9, hours. The full day rate also applies when the contractor has been instructed to be present at the designated assignment location during both the morning session and the afternoon session regardless of the actual number of reporting hours. For example, if the reporter is required to be present at the designated as-

signment location from 11:00 a.m until 2:00 p.m., the full-day rate will apply.

C. Overtime rates apply for each hour after nine (9) hours required to be worked by a reporter during an assignment day.

D. The court reserves the right to cancel any order, without penalty or charge, provided the contractor is notified prior to 4:30pm of the workday immediately before the day of the proceeding. Telephonic notification shall be confirmed by written follow-up (e-mail, fax, etc.). In the event a proceeding is cancelled after 4:30pm of the prior day, and the reporter arrives as previously ordered, the contractor shall be paid a cancellation fee equal to the stated half-day rate.

9. Failure of Qualified Reporter to Appear

A. If the contractor fails to appear at the time and place specified for the proceeding, or if the contractor provides a reporter who does not satisfy the qualification requirements of this BPA, the Court may:

1) Procure the services of a substitute, and the contractor shall be responsible for all costs in excess of the reporting services costs the Court would have incurred if the contractor had performed the work in accordance with this BPA. The contracting officer shall deduct such excess costs from any sums payable or which become payable to the contractor.

2) Delay the proceeding until the contractor arrives. If the full day rate applies, and the contractor arrives at the proceeding thirty (30) or more minutes late, the reporting fee for that day shall be reduced by one-twelfth (1/12) of the daily rate for reporting services for each increment of thirty (30) minutes of lateness, or fraction thereof. If the half day rate applies, and the contractor arrives at the proceeding thirty (30) or more minutes late, the reporting fee for that half day shall be reduced by one-sixth (1/6) of the half-day rate for reporting services for each increment of thirty (30) minutes of lateness, or fraction thereof.

B. The rights and remedies of the Court under this paragraph are not exclusive and are in addition to any other rights and remedies which this BPA or the law provides.

C. If the contractor reports for an assignment but does not complete the assignment due to illness, personal reasons, or any other reason, the rate paid will be determined by the amount of time the contractor actually performed services

CR-2 BPA TERMS AND CONDITIONS

AUG 2017

1. Extent of Obligation. The Court is obligated under this BPA only to the extent of call(s) placed by authorized individuals against this agreement. The Contractor is cautioned that accepting BPA calls from anyone other than those authorized by the BPA may result in delay or denial of payment for that unauthorized call.

2. Individuals Authorized to Place Calls/Orders and Dollar Limitations. The individuals authorized to place calls/orders under this Agreement are as follows:

JUANITA VICKERS- COURT SERVICE MANAGER
JOAN CARR- COURT REPORTER SUPERVISOR

3. Security Clearance Requirements. All court reporters performing work under this BPA are subject to background checks. This will include, at a minimum, a fingerprint criminal history check. It may also include a credit check, a name check of FBI record, and/or a tax check of IRS record for the last three years.

4. Handling Classified Materials. In the event that the proceeding requires reporting or handling of classified

information or materials, the following applies:

A. The Government and Contractor agree that neither expects the performance under calls under this BPA to involve reporting or handling of classified information or materials. Either party shall notify the other promptly in writing if the expectation of that party changes, and shall include in the notice reasons therefore. If there are sealed records, in camera proceedings or grand jury matters, the Contractor shall consult with the Contracting Officer as to the proper safeguarding, security, and secrecy of the original notes and transcript orders.

B. The Contracting Officer will advise the Contractor whenever the Government places a BPA call that will require the reporting of classified information or materials. The Contractor shall have the right to decline to provide such reporting services, in which case such services shall be deemed outside the scope of the BPA call.

C. The Contractor shall hold inviolate and in strictest confidence any and all information of an official nature not for inclusion in the transcript, any information which the Presiding Judicial Official designates as "off the record" and all classified information and material.

D. The Contractor shall safeguard, and otherwise act with respect to all classified information and material, in accordance with applicable law and instructions from the Contracting Officer. The Contractor shall not permit any individual to have or gain access to the classified information or material without written permission of the Contracting Officer, except as access may be necessary for authorized employees of the Contractor to perform transcription services under the BPA call.

E. Notwithstanding any other provision of this BPA, the Contractor may deliver a transcript containing classified material or information only to the Government. The Contractor shall never sell or deliver such a transcript to a private person without the express written permission of the Contracting Officer. Notwithstanding any other provision of this purchase order, the Contractor shall never keep a copy of a transcript containing classified material or information after the delivery of the original transcript to the Contracting Officer and/or the Clerk of Court.

5. Service Contract Act Wage Determination. If the contractor anticipates using five or more employees to provide services under this procurement over the term of the BPA, then the labor rates stated in the attached Department of Labor wage rate determination apply.

6. Reporters Authorized to Provide Services Under BPA. Only the reporters named in the list attached to this BPA are authorized to provide services under this BPA. Any additions or substitutions to the list shall be subject to the approval of the Contracting Officer.

7. Clause B-5, Clauses Incorporated by Reference (SEP 2010) [DEVIATION]

This BPA incorporates the following clauses by reference, with the same force and effect as if it were given in full text. Upon request, the contracting officer will make the full text available. The full text of the referenced clauses may be accessed electronically at the following web address:

<http://www.uscourts.gov/procurement.aspx>.

| Clause | Title | Date |
|--------|---|----------|
| 3-3 | Provisions, Clauses, Terms and Conditions - Small Purchases | JUN 2014 |
| 7-5 | Contracting Officer's Representative | APR 2013 |

Representations, Certifications and Other Statements of Offerors or Respondents

CR-5 SOLICITATION PROVISIONS

SEP 2017

Offerors not registered in the System for Award Management (www.sam.gov) must complete and return the following information:

Provision 3-5, Taxpayer Identification and Other Offeror Information (APR 2011)

(a) Definitions.

"Taxpayer Identification (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. §§ 7701(c) and 3325(d), reporting requirements of 26 U.S.C. §§ 6041, 6041A, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. § 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN):*

- ☐ TIN has been applied for.
- ☐ TIN is not required, because:
 - ☐ Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

- ☐ sole proprietorship;
- ☐ partnership;
- ☐ corporate entity (not tax-exempt);
- ☐ corporate entity (tax-exempt);
- ☐ government entity (federal, state or local);
- ☐ foreign government;
- ☐ international organization per 26 CFR 1.6049-4;
- ☐ other _____.

(f) *Contractor representations.*

The offeror represents as part of its offer that ☐ it is, ☐ is not, 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

- ☐ Women Owned Business
- ☐ Minority Owned Business (if selected, then one sub-type is required)
 - ☐ Black American
 - ☐ Hispanic American
 - ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
 - ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
 - ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri

Lanka, Bhutan, the Maldives Islands, or Nepal)
 [] Individual/concern, other than one of the preceding.

Instructions to Offerors or Respondents

CR-6 BPA PRICING SCHEDULE

SEP 2017

Pricing applicable to work performed during each twelve-month contract period shall be as shown below.

| Year One Pricing | | |
|----------------------|------|------------|
| Appearance Fees | Unit | Unit Price |
| Daily Rate | Each | \$ |
| Half-Day Rate | Each | \$ |
| Overtime Rate | Hour | \$ |
| Transcripts ** | | |
| Ordinary Transcript | Page | \$ |
| 14-Day Transcript | Page | \$ |
| Expedited Transcript | Page | \$ |
| 3-Day Transcript | Page | \$ |
| Daily Transcript | Page | \$ |
| Hourly Transcript | Page | \$ |
| Realtime Transcript | Page | \$ |

| Year Two Pricing | | |
|----------------------|------|------------|
| Appearance Fees | Unit | Unit Price |
| Daily Rate | Each | \$ |
| Half-Day Rate | Each | \$ |
| Overtime Rate | Hour | \$ |
| Transcripts ** | | |
| Ordinary Transcript | Page | \$ |
| 14-Day Transcript | Page | \$ |
| Expedited Transcript | Page | \$ |
| 3-Day Transcript | Page | \$ |
| Daily Transcript | Page | \$ |
| Hourly Transcript | Page | \$ |
| Realtime Transcript | Page | \$ |

| Year Three Pricing | | |
|----------------------|------|------------|
| Appearance Fees | Unit | Unit Price |
| Daily Rate | Each | \$ |
| Half-Day Rate | Each | \$ |
| Overtime Rate | Hour | \$ |
| Transcripts ** | | |
| Ordinary Transcript | Page | \$ |
| 14-Day Transcript | Page | \$ |
| Expedited Transcript | Page | \$ |
| 3-Day Transcript | Page | \$ |

| | | |
|---------------------|------|----|
| Daily Transcript | Page | \$ |
| Hourly Transcript | Page | \$ |
| Realtime Transcript | Page | \$ |

****Transcripts** – if no prices entered, the maximum transcript rates of the Court will apply. These rates may be found at <http://www.uscourts.gov/services-forms/federal-court-reporting-program>. *[if court has established rates different from national rates, CO to insert link to web page with court's rates]*

CR-7

REPORTER'S BIOGRAPHICAL INFORMATION SHEET

SEP 2017

(COMPLETE ONE PER REPORTER)

| | | | |
|---|--|-------------------|--|
| SOLICITATION NUMBER: | | DATE: | |
| COMPANY NAME: | | | |
| REPORTER'S NAME: <i>(reporter must sign at bottom of page)</i> | | | |
| For NCRA/NVRA Certificate, provide Title, Registration Number & Date Received: | | | |
| For Other Certification provide name of grantor and city, state, for which conferred: <i>(copy of certificate must be attached)</i> | | | |
| EXPERIENCE: Begin with most recent experience. List all positions related to performance of court reporting duties. Include all experience in a courtroom setting. Experience in a courtroom setting and dates of that service must be clearly identified. Include average number of hours worked per week for each position. Attach additional sheets as needed. | | | |
| Name, Address, Phone# of Employer: | | Employed from: to | |
| Description of Duties: | | | |
| Name, Address, Phone# of Employer: | | Employed from: to | |
| Description of Duties: | | | |
| Name, Address, Phone# of Employer: | | Employed from: to | |
| Description of Duties: | | | |
| Name, Address, Phone# of Employer: | | Employed from: to | |
| Description of Duties: | | | |
| By signing below, I certify that the above information is complete and correct, and that I intend to provide services for the above firm under any contract resulting from this solicitation: | | | |
| Reporter Signature | | Date | |

CR-8 COURT REPORTER REFERENCE INFORMATION

SEP 2017

The Offeror shall provide a minimum of three (3) references for which the offeror performed services similar to those required in this solicitation during the three (3) year period preceding the issue date of this solicitation. If offeror is a firm rather than a individual court reporter, a minimum of three (3) references must be provided for each individual court reporter proposed to provide services under the BPA.

| | | |
|---|--|--|
| Name of Offeror: | | |
| 1. Name of Reference <i>(Firm, company, Court or individual)</i> : | | |
| 2. Name, e-mail address, and telephone # of Contact with information about past performance by the Offeror: | | |
| 3. Contract # <i>(if applicable)</i> : | | |
| 4. Period during which work performed: From _____ to _____ | | |
| 5. Was work performed in a courtroom setting? Yes _____ No _____ | | |
| If no, where was work performed? | | |
| 6. Description of work: | | |

CR-LH SOLICITATION FOR COURT REPORTING SERVICES BLANKET PURCHASE AGREEMENT

OCT 2017

October 15, 2018

**SOLICITATION FOR COURT REPORTING SERVICES BLANKET PURCHASE AGREEMENT
SOLICITATION NO. USDC-EDPA-19-0015**

1. This is a solicitation for proposals to enter in a Blanket Purchase Agreement (BPA) for contract court reporting services for the District Court of the Eastern, District of Pennsylvania.
2. The Court intends to award BPAs to one or more court reporters found to meet the court's qualification requirements. BPAs issued under this solicitation may have an ordering period up to three years.
3. The Court reserves the right not to make any awards as a result of this solicitation. Award of a BPA does not guarantee that the contractor will receive orders for any particular aggregate dollar value, or in fact any orders at all, for court reporting services.
4. Court reporters responding to this solicitation should carefully review the Statement of Work, the minimum qualifications required, the court's maximum transcript fee rates, and the BPA terms and conditions, all of which will be incorporated into any Blanket Purchase Agreement awarded under this solicitation. The court's maximum transcript fee rates cannot exceed, but may be less

than, the maximum rates established by the Judicial Conference of the United States (JCUS). The current JCUS maximum transcript fee rates are available at <http://www.uscourts.gov/services-forms/federal-court-reporting-program>.

5. Court reporters wishing to be considered for award of a BPA must provide the following information in response to this solicitation:

- a) Signed Solicitation Cover Page.
- b) A completed Pricing Schedule (in the format of Attachment 5)
- c) A Biographical Information Sheet (in the format of Attachment 6), with all required information provided, signed by the court reporter. (Firms must submit a signed Biographical Information Sheet for each contract court reporter proposed to perform services under the BPA). Biographical Information Sheets must address all qualification requirements, and must contain descriptions of each reporter's prior related work experience, including average hours worked per week for each position, type of experience and dates of service. If the minimum qualifications include professional certification, a copy of the certification should be provided, and if the reporter has been certified by an organization other than the National Court Reporters Association (NCRA) or the National Verbatim Reporters Association (NVRA), must include detailed test performance criteria demonstrating equivalency with NCRA or NVRA certification. It is within the discretion of the Contracting Officer to determine whether any submitted certificate is sufficient.
- d) For each prospective contract court reporter, a minimum of three (3) references must be identified (using the format of Attachment 7) for whom that reporter has performed work within the three (3)-year period preceding the issue date of this solicitation.
- e) Respondents not registered in the System for Award Management (www.sam.gov) must provide a completed copy of Provision 3-5, Taxpayer Identification and Other Offeror Information (provided in Attachment 4 - Solicitation Provisions).

6. All quotes are due by end of business day Friday, October 19, 2018.

7. Any questions regarding this solicitation should be in writing, addressed to the designated Contracting Officer. The designated Contracting Officer for this RFQ is:

Casey Fretz
Contracting Officer
Casey_Fretz@paed.uscourts.gov
267-299-7142
US District Court
2225 US Courthouse
601 Market Street
Philadelphia, PA 19106

Sincerely,

Casey Fretz
Contracting Officer

Attachments:

1. Solicitation Cover Page
2. Statement of Work
3. BPA Terms and Conditions
4. Solicitation Provisions
5. Pricing Schedule
6. Biographical Information Sheet
7. Reference Information Sheet

WD 15-4233 (Rev.-11) was first posted on www.wdol.gov on 07/17/2018

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-4233
Revision No.: 11
Date Of Revision: 07/11/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

State: Pennsylvania

Area: Pennsylvania Counties of Delaware, Philadelphia

****Fringe Benefits Required Follow the Occupational Listing****

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 16.54 |
| 01012 - Accounting Clerk II | | 18.56 |
| 01013 - Accounting Clerk III | | 20.77 |
| 01020 - Administrative Assistant | | 29.50 |
| 01035 - Court Reporter | | 26.30 |
| 01041 - Customer Service Representative I | | 14.44 |
| 01042 - Customer Service Representative II | | 16.24 |
| 01043 - Customer Service Representative III | | 17.72 |
| 01051 - Data Entry Operator I | | 16.23 |
| 01052 - Data Entry Operator II | | 17.71 |
| 01060 - Dispatcher, Motor Vehicle | | 18.75 |
| 01070 - Document Preparation Clerk | | 14.83 |
| 01090 - Duplicating Machine Operator | | 14.83 |
| 01111 - General Clerk I | | 14.28 |
| 01112 - General Clerk II | | 15.58 |
| 01113 - General Clerk III | | 17.48 |
| 01120 - Housing Referral Assistant | | 24.11 |
| 01141 - Messenger Courier | | 14.37 |
| 01191 - Order Clerk I | | 14.81 |
| 01192 - Order Clerk II | | 16.12 |
| 01261 - Personnel Assistant (Employment) I | | 17.08 |
| 01262 - Personnel Assistant (Employment) II | | 19.12 |
| 01263 - Personnel Assistant (Employment) III | | 21.31 |
| 01270 - Production Control Clerk | | 25.02 |
| 01290 - Rental Clerk | | 16.83 |
| 01300 - Scheduler, Maintenance | | 19.12 |
| 01311 - Secretary I | | 19.12 |
| 01312 - Secretary II | | 21.84 |
| 01313 - Secretary III | | 24.11 |
| 01320 - Service Order Dispatcher | | 16.76 |
| 01410 - Supply Technician | | 29.50 |
| 01420 - Survey Worker | | 17.92 |
| 01460 - Switchboard Operator/Receptionist | | 14.72 |

| | |
|--|-------|
| 01531 - Travel Clerk I | 14.85 |
| 01532 - Travel Clerk II | 15.66 |
| 01533 - Travel Clerk III | 16.70 |
| 01611 - Word Processor I | 15.91 |
| 01612 - Word Processor II | 17.86 |
| 01613 - Word Processor III | 19.98 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 22.83 |
| 05010 - Automotive Electrician | 22.03 |
| 05040 - Automotive Glass Installer | 20.34 |
| 05070 - Automotive Worker | 21.11 |
| 05110 - Mobile Equipment Servicer | 19.63 |
| 05130 - Motor Equipment Metal Mechanic | 22.83 |
| 05160 - Motor Equipment Metal Worker | 21.22 |
| 05190 - Motor Vehicle Mechanic | 22.83 |
| 05220 - Motor Vehicle Mechanic Helper | 18.71 |
| 05250 - Motor Vehicle Upholstery Worker | 20.54 |
| 05280 - Motor Vehicle Wrecker | 21.22 |
| 05310 - Painter, Automotive | 22.14 |
| 05340 - Radiator Repair Specialist | 21.22 |
| 05370 - Tire Repairer | 14.89 |
| 05400 - Transmission Repair Specialist | 23.49 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 14.24 |
| 07041 - Cook I | 13.76 |
| 07042 - Cook II | 14.86 |
| 07070 - Dishwasher | 10.18 |
| 07130 - Food Service Worker | 11.55 |
| 07210 - Meat Cutter | 17.76 |
| 07260 - Waiter/Waitress | 11.02 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 19.40 |
| 09040 - Furniture Handler | 17.39 |
| 09080 - Furniture Refinisher | 22.85 |
| 09090 - Furniture Refinisher Helper | 19.50 |
| 09110 - Furniture Repairer, Minor | 21.21 |
| 09130 - Upholsterer | 19.41 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 12.81 |
| 11060 - Elevator Operator | 14.09 |
| 11090 - Gardener | 17.68 |
| 11122 - Housekeeping Aide | 14.09 |
| 11150 - Janitor | 14.09 |
| 11210 - Laborer, Grounds Maintenance | 15.04 |
| 11240 - Maid or Houseman | 13.13 |
| 11260 - Pruner | 14.11 |
| 11270 - Tractor Operator | 16.86 |
| 11330 - Trail Maintenance Worker | 15.04 |
| 11360 - Window Cleaner | 14.97 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 17.48 |
| 12011 - Breath Alcohol Technician | 20.44 |
| 12012 - Certified Occupational Therapist Assistant | 25.16 |
| 12015 - Certified Physical Therapist Assistant | 26.20 |
| 12020 - Dental Assistant | 18.36 |
| 12025 - Dental Hygienist | 36.48 |
| 12030 - EKG Technician | 30.31 |
| 12035 - Electroneurodiagnostic Technologist | 30.31 |
| 12040 - Emergency Medical Technician | 17.48 |
| 12071 - Licensed Practical Nurse I | 20.88 |
| 12072 - Licensed Practical Nurse II | 23.37 |
| 12073 - Licensed Practical Nurse III | 26.05 |
| 12100 - Medical Assistant | 15.97 |
| 12130 - Medical Laboratory Technician | 23.29 |
| 12160 - Medical Record Clerk | 17.89 |

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|--|---------|
| 12190 - Medical Record Technician | 20.02 |
| 12195 - Medical Transcriptionist | 20.88 |
| 12210 - Nuclear Medicine Technologist | 42.90 |
| 12221 - Nursing Assistant I | 11.75 |
| 12222 - Nursing Assistant II | 13.21 |
| 12223 - Nursing Assistant III | 14.42 |
| 12224 - Nursing Assistant IV | 16.18 |
| 12235 - Optical Dispenser | 21.62 |
| 12236 - Optical Technician | 16.60 |
| 12250 - Pharmacy Technician | 16.15 |
| 12280 - Phlebotomist | 17.49 |
| 12305 - Radiologic Technologist | 33.08 |
| 12311 - Registered Nurse I | 29.51 |
| 12312 - Registered Nurse II | 32.76 |
| 12313 - Registered Nurse II, Specialist | 32.76 |
| 12314 - Registered Nurse III | 39.32 |
| 12315 - Registered Nurse III, Anesthetist | 39.32 |
| 12316 - Registered Nurse IV | 47.11 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 25.85 |
| 12320 - Substance Abuse Treatment Counselor | 22.07 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 21.74 |
| 13012 - Exhibits Specialist II | 28.77 |
| 13013 - Exhibits Specialist III | 35.16 |
| 13041 - Illustrator I | 22.94 |
| 13042 - Illustrator II | 30.61 |
| 13043 - Illustrator III | 37.43 |
| 13047 - Librarian | 31.00 |
| 13050 - Library Aide/Clerk | 16.83 |
| 13054 - Library Information Technology Systems Administrator | 27.98 |
| 13058 - Library Technician | 20.33 |
| 13061 - Media Specialist I | 19.02 |
| 13062 - Media Specialist II | 21.28 |
| 13063 - Media Specialist III | 23.72 |
| 13071 - Photographer I | 17.96 |
| 13072 - Photographer II | 19.97 |
| 13073 - Photographer III | 25.04 |
| 13074 - Photographer IV | 30.62 |
| 13075 - Photographer V | 37.06 |
| 13090 - Technical Order Library Clerk | 16.46 |
| 13110 - Video Teleconference Technician | 22.29 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 18.50 |
| 14042 - Computer Operator II | 20.70 |
| 14043 - Computer Operator III | 23.06 |
| 14044 - Computer Operator IV | 25.64 |
| 14045 - Computer Operator V | 28.39 |
| 14071 - Computer Programmer I | (see 1) |
| 14072 - Computer Programmer II | (see 1) |
| 14073 - Computer Programmer III | (see 1) |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) |
| 14102 - Computer Systems Analyst II | (see 1) |
| 14103 - Computer Systems Analyst III | (see 1) |
| 14150 - Peripheral Equipment Operator | 18.50 |
| 14160 - Personal Computer Support Technician | 25.64 |
| 14170 - System Support Specialist | 29.94 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 33.14 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 40.11 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 48.06 |
| 15050 - Computer Based Training Specialist / Instructor | 33.14 |
| 15060 - Educational Technologist | 30.33 |
| 15070 - Flight Instructor (Pilot) | 48.06 |

| | |
|---|-------|
| 15080 - Graphic Artist | 29.40 |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop | 45.96 |
| 15086 - Maintenance Test Pilot, Rotary Wing | 45.96 |
| 15088 - Non-Maintenance Test/Co-Pilot | 45.96 |
| 15090 - Technical Instructor | 24.98 |
| 15095 - Technical Instructor/Course Developer | 30.56 |
| 15110 - Test Proctor | 20.17 |
| 15120 - Tutor | 20.17 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 10.74 |
| 16030 - Counter Attendant | 10.74 |
| 16040 - Dry Cleaner | 13.56 |
| 16070 - Finisher, Flatwork, Machine | 10.74 |
| 16090 - Presser, Hand | 10.74 |
| 16110 - Presser, Machine, Drycleaning | 10.74 |
| 16130 - Presser, Machine, Shirts | 10.74 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 10.74 |
| 16190 - Sewing Machine Operator | 14.53 |
| 16220 - Tailor | 15.49 |
| 16250 - Washer, Machine | 11.69 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 26.94 |
| 19040 - Tool And Die Maker | 30.94 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 20.77 |
| 21030 - Material Coordinator | 25.02 |
| 21040 - Material Expediter | 25.02 |
| 21050 - Material Handling Laborer | 13.92 |
| 21071 - Order Filler | 13.88 |
| 21080 - Production Line Worker (Food Processing) | 20.77 |
| 21110 - Shipping Packer | 16.83 |
| 21130 - Shipping/Receiving Clerk | 16.83 |
| 21140 - Store Worker I | 17.10 |
| 21150 - Stock Clerk | 20.66 |
| 21210 - Tools And Parts Attendant | 20.77 |
| 21410 - Warehouse Specialist | 20.77 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 31.95 |
| 23019 - Aircraft Logs and Records Technician | 27.56 |
| 23021 - Aircraft Mechanic I | 30.75 |
| 23022 - Aircraft Mechanic II | 31.95 |
| 23023 - Aircraft Mechanic III | 32.97 |
| 23040 - Aircraft Mechanic Helper | 25.33 |
| 23050 - Aircraft, Painter | 28.83 |
| 23060 - Aircraft Servicer | 27.56 |
| 23070 - Aircraft Survival Flight Equipment Technician | 28.83 |
| 23080 - Aircraft Worker | 28.65 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 28.65 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 30.75 |
| 23110 - Appliance Mechanic | 21.01 |
| 23120 - Bicycle Repairer | 16.13 |
| 23125 - Cable Splicer | 39.61 |
| 23130 - Carpenter, Maintenance | 28.93 |
| 23140 - Carpet Layer | 27.91 |
| 23160 - Electrician, Maintenance | 30.53 |
| 23181 - Electronics Technician Maintenance I | 25.72 |
| 23182 - Electronics Technician Maintenance II | 27.03 |
| 23183 - Electronics Technician Maintenance III | 27.92 |
| 23260 - Fabric Worker | 25.02 |
| 23290 - Fire Alarm System Mechanic | 23.71 |
| 23310 - Fire Extinguisher Repairer | 24.08 |
| 23311 - Fuel Distribution System Mechanic | 27.24 |
| 23312 - Fuel Distribution System Operator | 23.51 |

| | |
|---|-------|
| 23370 - General Maintenance Worker | 21.37 |
| 23380 - Ground Support Equipment Mechanic | 30.75 |
| 23381 - Ground Support Equipment Servicer | 27.56 |
| 23382 - Ground Support Equipment Worker | 28.65 |
| 23391 - Gunsmith I | 24.08 |
| 23392 - Gunsmith II | 26.00 |
| 23393 - Gunsmith III | 27.91 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 26.24 |
| 23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) | 27.26 |
| 23430 - Heavy Equipment Mechanic | 28.20 |
| 23440 - Heavy Equipment Operator | 28.61 |
| 23460 - Instrument Mechanic | 27.91 |
| 23465 - Laboratory/Shelter Mechanic | 26.95 |
| 23470 - Laborer | 15.83 |
| 23510 - Locksmith | 26.34 |
| 23530 - Machinery Maintenance Mechanic | 26.46 |
| 23550 - Machinist, Maintenance | 23.35 |
| 23580 - Maintenance Trades Helper | 18.52 |
| 23591 - Metrology Technician I | 27.91 |
| 23592 - Metrology Technician II | 29.00 |
| 23593 - Metrology Technician III | 29.92 |
| 23640 - Millwright | 28.15 |
| 23710 - Office Appliance Repairer | 23.06 |
| 23760 - Painter, Maintenance | 24.82 |
| 23790 - Pipefitter, Maintenance | 31.52 |
| 23810 - Plumber, Maintenance | 30.44 |
| 23820 - Pneudraulic Systems Mechanic | 27.91 |
| 23850 - Rigger | 27.58 |
| 23870 - Scale Mechanic | 26.00 |
| 23890 - Sheet-Metal Worker, Maintenance | 30.94 |
| 23910 - Small Engine Mechanic | 21.81 |
| 23931 - Telecommunications Mechanic I | 26.93 |
| 23932 - Telecommunications Mechanic II | 27.98 |
| 23950 - Telephone Lineman | 32.34 |
| 23960 - Welder, Combination, Maintenance | 24.14 |
| 23965 - Well Driller | 27.91 |
| 23970 - Woodcraft Worker | 27.91 |
| 23980 - Woodworker | 24.08 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 16.79 |
| 24570 - Child Care Attendant | 12.00 |
| 24580 - Child Care Center Clerk | 14.96 |
| 24610 - Chore Aide | 11.70 |
| 24620 - Family Readiness And Support Services Coordinator | 16.79 |
| 24630 - Homemaker | 16.79 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 28.35 |
| 25040 - Sewage Plant Operator | 22.75 |
| 25070 - Stationary Engineer | 28.35 |
| 25190 - Ventilation Equipment Tender | 23.35 |
| 25210 - Water Treatment Plant Operator | 22.75 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 20.30 |
| 27007 - Baggage Inspector | 13.48 |
| 27008 - Corrections Officer | 24.29 |
| 27010 - Court Security Officer | 27.70 |
| 27030 - Detection Dog Handler | 18.81 |
| 27040 - Detention Officer | 24.29 |
| 27070 - Firefighter | 34.21 |
| 27101 - Guard I | 13.48 |
| 27102 - Guard II | 18.81 |
| 27131 - Police Officer I | 31.91 |

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| 27132 - Police Officer II | 35.46 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 11.46 |
| 28042 - Carnival Equipment Repairer | 12.02 |
| 28043 - Carnival Worker | 9.59 |
| 28210 - Gate Attendant/Gate Tender | 17.99 |
| 28310 - Lifeguard | 12.78 |
| 28350 - Park Attendant (Aide) | 20.13 |
| 28510 - Recreation Aide/Health Facility Attendant | 14.69 |
| 28515 - Recreation Specialist | 24.93 |
| 28630 - Sports Official | 16.03 |
| 28690 - Swimming Pool Operator | 17.23 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 27.37 |
| 29020 - Hatch Tender | 27.37 |
| 29030 - Line Handler | 27.37 |
| 29041 - Stevedore I | 26.33 |
| 29042 - Stevedore II | 28.37 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 41.19 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 28.40 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 31.28 |
| 30021 - Archeological Technician I | 20.33 |
| 30022 - Archeological Technician II | 22.75 |
| 30023 - Archeological Technician III | 28.18 |
| 30030 - Cartographic Technician | 28.27 |
| 30040 - Civil Engineering Technician | 26.93 |
| 30051 - Cryogenic Technician I | 27.36 |
| 30052 - Cryogenic Technician II | 30.22 |
| 30061 - Drafter/CAD Operator I | 20.33 |
| 30062 - Drafter/CAD Operator II | 22.75 |
| 30063 - Drafter/CAD Operator III | 25.36 |
| 30064 - Drafter/CAD Operator IV | 31.21 |
| 30081 - Engineering Technician I | 18.23 |
| 30082 - Engineering Technician II | 20.47 |
| 30083 - Engineering Technician III | 23.23 |
| 30084 - Engineering Technician IV | 28.83 |
| 30085 - Engineering Technician V | 35.18 |
| 30086 - Engineering Technician VI | 42.58 |
| 30090 - Environmental Technician | 26.00 |
| 30095 - Evidence Control Specialist | 24.71 |
| 30210 - Laboratory Technician | 25.35 |
| 30221 - Latent Fingerprint Technician I | 24.80 |
| 30222 - Latent Fingerprint Technician II | 27.40 |
| 30240 - Mathematical Technician | 28.18 |
| 30361 - Paralegal/Legal Assistant I | 19.08 |
| 30362 - Paralegal/Legal Assistant II | 23.64 |
| 30363 - Paralegal/Legal Assistant III | 28.92 |
| 30364 - Paralegal/Legal Assistant IV | 34.64 |
| 30375 - Petroleum Supply Specialist | 30.22 |
| 30390 - Photo-Optics Technician | 28.18 |
| 30395 - Radiation Control Technician | 30.22 |
| 30461 - Technical Writer I | 27.52 |
| 30462 - Technical Writer II | 33.68 |
| 30463 - Technical Writer III | 40.74 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 26.18 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 31.68 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 37.97 |
| 30494 - Unexploded (UXO) Safety Escort | 26.18 |
| 30495 - Unexploded (UXO) Sweep Personnel | 26.18 |
| 30501 - Weather Forecaster I | 30.11 |
| 30502 - Weather Forecaster II | 33.29 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs | (see 2) 25.36 |
| 30621 - Weather Observer, Senior | (see 2) 28.18 |

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| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 31.68 |
| 31020 - Bus Aide | 15.22 |
| 31030 - Bus Driver | 19.16 |
| 31043 - Driver Courier | 18.13 |
| 31260 - Parking and Lot Attendant | 11.06 |
| 31290 - Shuttle Bus Driver | 19.00 |
| 31310 - Taxi Driver | 12.53 |
| 31361 - Truckdriver, Light | 19.00 |
| 31362 - Truckdriver, Medium | 19.28 |
| 31363 - Truckdriver, Heavy | 21.85 |
| 31364 - Truckdriver, Tractor-Trailer | 21.85 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 15.44 |
| 99030 - Cashier | 11.80 |
| 99050 - Desk Clerk | 13.24 |
| 99095 - Embalmer | 34.20 |
| 99130 - Flight Follower | 26.18 |
| 99251 - Laboratory Animal Caretaker I | 12.13 |
| 99252 - Laboratory Animal Caretaker II | 12.71 |
| 99260 - Marketing Analyst | 30.51 |
| 99310 - Mortician | 34.20 |
| 99410 - Pest Controller | 18.31 |
| 99510 - Photofinishing Worker | 14.65 |
| 99710 - Recycling Laborer | 20.50 |
| 99711 - Recycling Specialist | 22.97 |
| 99730 - Refuse Collector | 19.22 |
| 99810 - Sales Clerk | 12.43 |
| 99820 - School Crossing Guard | 11.48 |
| 99830 - Survey Party Chief | 23.06 |
| 99831 - Surveying Aide | 13.68 |
| 99832 - Surveying Technician | 20.22 |
| 99840 - Vending Machine Attendant | 15.90 |
| 99841 - Vending Machine Repairer | 18.68 |
| 99842 - Vending Machine Repairer Helper | 15.90 |

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as

screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day

of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).